

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

VINSON BALLARD

PLAINTIFF

VS.

CIVIL ACTION NO. 3:13-cv-672-DPJ-FKB

JACKSON STATE UNIVERSITY

DEFENDANT

REPORT AND RECOMMENDATION

This cause comes before the court on Plaintiff's Motion to Withdraw Settlement [49] and Defendant's Motion to Enforce Settlement [51]. Having considered the parties' motions and submissions, the undersigned recommends that Plaintiff's motion be denied and that Defendant's motion be granted.

On June 16, 2015, after a settlement conference before Magistrate Judge F. Keith Ball, the parties reached an agreement settling all claims in this action. The parties memorialized their agreement in writing, a copy of which is attached hereto as Exhibit A. At the settlement conference, the agreement was signed by Plaintiff Vinson Ballard, Plaintiff's counsel Louis Watson, defense counsel Pope Mallette, and Edward Watson, representative of Defendant Jackson State University. *See* Ex. A. In accordance with the terms of the parties' settlement agreement, the court dismissed the case with prejudice. [48]. Plaintiff's Motion to Withdraw Settlement [49] fails to set forth any reason to set aside the parties' binding agreement, and based on the representations of the parties to the court and the executed document memorializing their settlement agreement, the undersigned finds that a meeting of the minds occurred and that the parties entered into a binding contract.

In Plaintiff's motion, the primary issue appears to be an objection to defense counsel's

inclusion of a confidentiality clause in the proposed release to be signed by Plaintiff. *See* [49] at 1. Indeed, the parties' written agreement does not contemplate confidentiality. *See* Ex. A. Accordingly, any release to be executed by Plaintiff should not include a confidentiality provision.

For these reasons, the undersigned recommends that Plaintiff's Motion to Withdraw Settlement [49] be denied and that Defendant's Motion to Enforce Settlement [51] be granted. The undersigned further recommends that Plaintiff be ordered to execute a "full, final, and complete release of all claims against Defendant, and The Mississippi Board of Trustees of State Institutions of Higher Learning, and their employees, agents, officers, etc." as expressly stated in the terms of settlement, and that the parties be further ordered to execute all terms of the agreement. Ex. A at 1.

The parties are hereby notified that failure to file written objections to the proposed findings, conclusions, and recommendation contained within this report and recommendation within fourteen (14) days after being served with a copy shall bar that party, except upon grounds of plain error, from attacking on appeal the proposed factual findings and legal conclusions accepted by the district court. *See* 28 U.S.C. § 636.

Respectfully submitted, this the 5th day of January, 2016.

/s/ F. Keith Ball
UNITED STATES MAGISTRATE JUDGE